

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

REGINALD EDWARDS,

Plaintiff,

v.

CHECKR, INC.

Defendant.

Case No. 1:19-cv-02134

Honorable Ronald A. Guzman

**DEFENDANT’S MEMORANDUM OF LAW IN SUPPORT OF ITS
MOTION TO COMPEL ARBITRATION AND DISMISS THE CASE**

Pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (“FAA”) and Rule 12(b)(3) of the Federal Rules of Civil Procedure, Defendant Checkr, Inc. (“Checkr”) submits this Memorandum of Law in Support of Its Motion to Compel Plaintiff Reginald Edwards (“Plaintiff”) to Proceed to Arbitration and to Dismiss the Case.¹

INTRODUCTION

In 2018, Checkr, a consumer reporting agency (“CRA”), prepared background reports on Plaintiff at the request of Uber. In connection with those background reports, Plaintiff contacted Checkr through its applicant portal to take advantage of Checkr’s services. (Declaration of Preethi Bhansali in Support of Defendant’s Motion to Compel Arbitration and Dismiss the Case (“Bhansali Decl.”), ¶ 5, attached as **Exhibit A**.) Prior to accessing Checkr’s services, Plaintiff was

¹ Because Plaintiff improperly filed his Complaint in this Court rather than submitting to arbitration, Checkr has filed the instant motion pursuant to Fed. R. Civ. P. 12(b)(3) in lieu of filing an Answer to Plaintiff’s Complaint. Checkr reserves the right to file its responsive pleading should the Court deny the instant motion. *See Davis v. JP Morgan Chase Bank*, No. 03C6891, 2004 U.S. Dist. LEXIS 994, at *7 (N.D. Ill. Jan. 26, 2004) (rejecting argument that defendant was in default because it filed a motion to compel arbitration in lieu of an answer).

presented with Checkr's Terms of Service ("TOS"), which – **at the top of the *first page*** – conspicuously advised Plaintiff as follows:

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS UNLESS YOU OPT OUT, AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

(Bhansali Decl. ¶ 7, Ex. 2, at p. 1) (emphasis in original). Also, on the first page of the TOS, Plaintiff was advised, in all capital letters, that "SECTION 14 OF THIS AGREEMENT GOVERNS HOW DISAGREEMENTS AND CLAIMS BETWEEN YOU AND CHECKR CAN BE RESOLVED. THIS SECTION, WITH LIMITED EXCEPTION, REQUIRES YOU AND CHECKR TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION." (*Id.*) Section 14 of the TOS clearly and unambiguously details the arbitration process, requiring Plaintiff to submit "any" disagreements, claims, or controversies with Checkr to arbitration before the American Arbitration Association ("AAA"). (*Id.* at ¶ 14.) Notably, Plaintiff was also specifically advised that, for 30 days after he signed the TOS, Plaintiff had the "right to opt-out and not be bound by this arbitration agreement. . . ." (*Id.* at ¶ 14H.)

On August 21, 2018, Plaintiff voluntarily signed Checkr's TOS and agreed to arbitrate any potential claims against Checkr, including any threshold disagreements over the scope of arbitrability. (Bhansali Decl., ¶¶ 5-7, Ex. 2, at p. 14). Despite being given a 30-day opportunity to opt out of arbitration altogether, Plaintiff never elected to opt out. (Bhansali Decl., ¶¶ 7-8, Ex. 2, at ¶ 14H.) Nonetheless, despite signing the TOS and agreeing to arbitration, Plaintiff filed the current lawsuit against Checkr in this Court, alleging violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA"). (Dkt. No. 1, at ¶ 1.)

Plaintiff is pursuing his claims in the wrong forum. The U.S. Supreme Court and the Seventh Circuit have repeatedly confirmed that courts must enforce arbitration agreements.

National policy favors arbitration. Under the express language of the parties' binding arbitration agreement and the FAA, Plaintiff's claims must be arbitrated before the AAA – including any threshold issues as to arbitrability. Accordingly, Checkr respectfully requests that this Court dismiss Plaintiff's Complaint and compel arbitration.

BACKGROUND

A. The Parties Enter Into An Arbitration Agreement.

1. Checkr's Arbitration Program

Checkr's current version of its Terms of Service became effective on March 22, 2018. (See Bhansali Decl., ¶¶ 4, 7, Ex. 2.) Consistent with the FAA, Checkr's TOS includes multiple conspicuous notices informing potential users of its services that the TOS includes an arbitration agreement. The TOS' opening paragraph provides in bold, all-capital letters:

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS UNLESS YOU OPT OUT, AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

(Bhansali Decl., ¶ 7, Ex. 2, at p. 1.) (emphasis in original.) Two paragraphs later, the TOS further states in all capital letters:

PLEASE NOTE: SECTION 14 OF THIS AGREEMENT GOVERNS HOW DISAGREEMENTS AND CLAIMS BETWEEN YOU AND CHECKR CAN BE RESOLVED. THIS SECTION, WITH LIMITED EXCEPTION, REQUIRES YOU AND CHECKR TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION.

(Bhansali Decl., ¶ 7, Ex. 2, at p. 1.) (emphasis in original.)

The arbitration provision itself is equally conspicuous and includes the following terms:

Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND CHECKR CAN BRING

CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND CHECKR TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE IN COURT.

Agreement to Arbitrate

In exchange for the benefits of the speedy, economical, and impartial dispute resolution procedure of arbitration, You and Checkr mutually agree to give up our right to resolve disagreements in a court of law by a judge or jury, and, as described below, agree to binding and final arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*

You and Checkr agree that this arbitration agreement is governed by the Federal Arbitration Act, and shall survive even after these Terms or any Services terminate
....

(Bhansali Decl., ¶ 7, Ex. 2, at ¶ 14.) (emphasis in original.)

The claims covered by the arbitration provision are decidedly broad in scope and cover all claims relating *in any way* to Plaintiff's access to or use of Checkr's services:

Claims Covered by Arbitration

Other than the exceptions in Section 14.D, You and Checkr agree that any disagreement, claim, or controversy arising out of or relating *in any way* to . . . Your access to and/or use of the Services, or the provision of content, services, and/or technology on or through the Services (hereinafter, "Claims"), shall be resolved by final and binding arbitration to the fullest extent allowed by law.

(Bhansali Decl., ¶ 7, Ex. 2, at ¶ 14B.) Indeed, the TOS' arbitration agreement also makes clear that all threshold claims about the arbitrability of any claim also will be decided through arbitration:

If there is a disagreement about the arbitrability of any Claim (including questions about the scope, applicability, interpretation, validity, and enforceability of this arbitration agreement), You and Checkr agree that this threshold disagreement shall be delegated to the arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disagreements.

(Bhansali Decl., ¶ 7, Ex. 2, at ¶ 14C.)

2. Plaintiff Agreed To The TOS' Arbitration Provision And Did Not Exercise His Right To Opt-Out.

Checkr users like Plaintiff agree electronically to the TOS on Checkr's website. (Bhansali Decl., ¶ 6, Ex. 1.) Checkr receives and records, among other things, the date, time, and IP Address from which a user agreed to the TOS. (Bhansali Decl., ¶ 7.) The TOS govern all aspects of a user's access to and use of Checkr's services. (Bhansali Decl., ¶ 5.) These services include obtaining, delivering, and managing background reports and related documentation; obtaining status information regarding background reports; Checkr's processes for generating background reports and resolving potential inaccuracies; requesting a copy of a consumer file; and any disputes relating to a background check. (*Id.*) Checkr users can take advantage of the aforementioned services without use of the Applicant Portal, for example, by calling and emailing Checkr to request such services. (*Id.*)

On August 21, 2018, Plaintiff consented electronically to the TOS by clicking a box, specifying that "By checking this box, I agree to Checkr's Terms of Service (set forth above)[.]" (Bhansali Decl., ¶ 7, Ex. 2; *see also* Bhansali Decl., ¶ 6, Ex. 1.) Consistent with the notice on page one of the TOS, Section 14H of the TOS contains an opt-out provision allowing individuals like Plaintiff to opt-out of arbitration altogether simply by sending written notice (by either email or U.S. mail) to Checkr within 30 days of agreeing to the TOS. (Bhansali Decl., ¶ 7, Ex. 2, at ¶ 14H; Bhansali Decl., ¶ 8.) Plaintiff did not send Checkr such notice within the required time frame (or even to this day). (*See* Bhansali Decl., ¶ 8.) In such instances, the TOS expressly states: "If You do not opt-out of this arbitration agreement within the 30-day period, You and Checkr shall be bound by the terms of this arbitration agreement in full." (Bhansali Decl., ¶ 7, Ex. 2, at ¶ 14H.)

B. Plaintiff Files This Lawsuit Despite His Express Agreement To Arbitrate.

On March 27, 2019, Plaintiff breached his agreement to arbitrate with Checkr by filing the current lawsuit. (Dkt. No. 1.) Plaintiff's Complaint alleges that Checkr violated Section 1681e(b) of the FCRA by willfully and negligently failing to employ and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report. (Dkt. No. 1, ¶ 32.) The Complaint seeks all actual compensatory damages suffered, statutory damages of \$1,000, punitive damages, and Plaintiff's attorneys' fees and costs. (*Id.*, Prayer for Relief.)

Plaintiff's claims arise out of and are related to Plaintiff's use of Checkr's services and thus are covered by the arbitration agreement. *See Miller v. Flume*, 139 F.3d 1130, 1136 (7th Cir. 1998) (“[O]nce it is clear the parties have a contract that provides for arbitration of some issues between them, any doubts concerning the scope of the arbitration clause are resolved in favor of arbitration.”). Accordingly, this Court should enter an order compelling arbitration and dismissing this action or, in the alternative, staying the action pending the outcome of arbitration.

ARGUMENT

“The FAA declare[s] a national policy favoring arbitration.” *Nitro-Lift Techs., L.L.C. v. Howard*, 568 U.S. 17, 20 (2012) (citation omitted). Through the FAA, Congress plainly stated that agreements to arbitrate “shall be valid, irrevocable, and enforceable[.]” 9 U.S.C. § 2. As the Supreme Court recently reinforced in *Epic Systems Corp. v. Lewis*, through the FAA, “Congress require[s] courts to respect and enforce agreements to arbitrate” and “directed them to respect and enforce the parties’ chosen arbitration procedures.” 138 S. Ct. 1612, 1621 (2018). Courts, therefore, are obligated to enforce arbitration agreements, and to effectuate parties’ commitments to arbitrate disputes. *See AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011) (citations and internal quotation marks omitted); *Marzano v. Proficio Mortg. Ventures, LLC*, 942 F. Supp.

2d 781, 788 (N.D. Ill. 2013) (granting motion to compel arbitration as FAA’s purpose “is to ensure that private agreements to arbitrate are enforced according to their terms”) (citation omitted).

A. Plaintiff Must Be Compelled To Arbitrate His Claims.

A court “will compel arbitration unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute.” *Coleman v. Lvnv Funding LLC*, No. 15-11338, 2016 WL 3521939, at *1 (N.D. Ill. June 28, 2016) (quoting *United Steel, Paper and Forestry, Rubber, Mfg., Energy, Allied Indus. and Service Workers Intern. Union v. TriMas Corp.*, 531 F.3d 531, 536 (7th Cir. 2008)). Further, a delegation provision, such as is present here, strips the court of the power to decide the threshold arbitrability issue. *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 139 S.Ct. 524, 529 (2019); *Rent-A-Center West, Inc. v. Jackson*, 561 U.S. 63, 68-69 (2010).

Consistent with these authorities, courts must compel arbitration under the FAA where: (1) a valid agreement to arbitrate exists; (2) the dispute falls within the scope of that agreement; and (3) the plaintiff has refused to proceed to arbitration in accordance with the arbitration agreement. *Zurich Am. Ins. Co. v. Watts Indus., Inc.*, 466 F.3d 577, 580 (7th Cir. 2006). Where these conditions are met, the FAA “leaves no place for the exercise of discretion by a district court, but instead mandates that district courts *shall* direct the parties to proceed to arbitration.” *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 218 (1985) (emphasis in original); *see also* 9 U.S.C. § 4 (“upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement”). Importantly, the party opposing arbitration bears the burden of proving that the claims at issue are not referable to arbitration. *Green Tree Fin.*

Corp.-Ala. V. Randolph, 531 U.S. 79, 91-92 (2000); *Popovich v. McDonald's Corp.*, 189 F. Supp. 2d 772, 775 (N.D. Ill. 2002).

Here, all three requirements are met. Thus, the Court should dismiss this action and compel Plaintiff to arbitrate.

1. The Arbitration Agreement Is A Valid Written Agreement

Plaintiff unequivocally agreed to arbitrate the claims in his Complaint. State contract law governs whether the parties agreed to arbitrate. *See Hawkins v. Aid Ass'n for Lutherans*, 338 F.3d 801, 806 (7th Cir. 2003). Under the law of Illinois and other states, a contract like an arbitration agreement is enforceable where there is an offer, acceptance, and consideration. *Vassilkovska v. Woodfield Nissan, Inc.*, 830 N.E.2d 619, 624 (Ill. App. Ct. 2005).

Checkr made a valid offer when it presented the TOS and arbitration agreement to Plaintiff, the terms of which made clear that, by clicking on the "I agree" box, Plaintiff would be deemed to have accepted the arbitration agreement contained in the TOS. (*See Bhansali Decl.*, ¶¶ 5-7, Exs. 1, 2.)

Moreover, Plaintiff accepted and assented to the terms of the TOS and arbitration provision with his voluntary and knowing acknowledgment of the arbitration agreement, as well as his subsequent decision *not* to opt out of the arbitration agreement if he decided he did not want to be bound by it. (*See Bhansali Decl.*, ¶¶ 6-8, Exs. 1, 2.) *Winters v. AT & T Mobility Servs., LLC*, No. 17-04053, 2017 WL 2936800 (C. D. Ill. July 10, 2017) (plaintiff assented to the terms of arbitration agreement where she received from defendant via email a link to a boilerplate contract containing an arbitration provision and clicked a button indicating that she had reviewed the document); *see also Hubbert v. Dell Corp.*, 835 N.E.2d 113 (Ill. App. Ct. 2005) (online purchaser

of computer agreed to the seller's terms of service, which included an arbitration clause, when he completed the transaction).

Moreover, Plaintiff's failure to opt-out of the arbitration agreement is further manifestation of his intent to enter into the arbitration agreement. *Winters*, 2017 WL 2936800, at * 5) (plaintiff manifested assent to the arbitration agreement by not opting out); *see also Uszak v. AT&T Mobility Servs. LLC*, 658 Fed.Appx. 758, 763 (6th Cir. 2016) (AT&T employee who read contract and failed to opt out demonstrated an intent to be bound); *Cornoyer v. AT&T Mobility Servs., LLC*, No. CIV 15-0474 JB/WPL, 2016 WL 6404853, at *13 (D.N.M. Oct. 5, 2016) ("[W]hen, in accordance with the agreement's terms, [plaintiff] did not take action to opt out of the Management Arbitration Agreement by February 6, 2012, he manifested his acceptance.") (citations omitted); *Couch v. AT&T Servs., Inc.*, No. 13-CV-2004 DRH GRB, 2014 WL 7424093, at *5-6 (E.D.N.Y. Dec. 31, 2014) (employee who did not opt out of contract had manifested his assent). Because Plaintiff accepted the arbitration agreement by clicking "I agree" at the end of the TOS and did not opt-out within the required time frame, the arbitration agreement is valid under Illinois law.

The arbitration agreement also is supported by consideration. The TOS contain a mutual promise to arbitrate that binds Checkr to arbitrate any covered claims it may have against Plaintiff. (See Bhansali Decl., ¶ 7, Ex. 2, at ¶ 14A); *see also Chatman v. Pizza Hut, Inc.*, No. 1210209, 2013 WL 2285804, at *4 (N.D. Ill. May 23, 2013) (mutual agreement to submit to binding arbitration is sufficient consideration to support arbitration agreement); *Aste v. Metro. Life Ins. Co.*, 728 N.E.2d 629, 632 (Ill. App. Ct. 2000) ("Under both Illinois and federal law, a mutual promise to arbitrate is sufficient consideration to support an arbitration agreement")

(citations omitted). Therefore, because there was a valid offer, acceptance, and consideration, the arbitration agreement is valid and enforceable under Illinois law.

2. The Arbitrator Must Decide Whether Plaintiff's Claims are Subject to Arbitration

The parties have agreed that any threshold question as to arbitrability is to be decided by an arbitrator, not the Court. The Supreme Court has consistently recognized that “parties can agree to arbitrate gateway questions of arbitrability,” which can include “whether the parties have agreed to arbitrate or whether their agreement covers a particular controversy.” *Rent-A-Center West, Inc. v. Jackson*, 561 U.S. 63, 68-69 (2010). Indeed, the Supreme Court recently reaffirmed the mandate that courts enforce delegation provisions, stating that “a court possesses no power to decide the arbitrability issue” when “the parties’ contract delegates the arbitrability question to an arbitrator.” *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 139 S.Ct. 524, 529 (2019) (rejecting “wholly groundless” exception to mandate that courts must enforce delegation provision). As noted, Paragraph 14C specifically states that “[i]f there is a disagreement about the arbitrability of *any* Claim (including questions about the scope, applicability, interpretation, validity and enforceability of this arbitration agreement),” Plaintiff will agree to have such threshold questions decided by an “arbitrator (not a court) and that the arbitrator shall have initial authority to resolve such threshold disagreements.” (Bhansali Decl., ¶ 7, Ex. 2, at p. 10.) Thus, the Court does not possess the power to decide the arbitrability issue and must compel arbitration in this case for the arbitrator to decide that threshold issue.

Even if the Court disregards the delegation provision, the Court must still compel arbitration. Where it is established “that the parties have a contract that provides for arbitration of some issues between them, any doubt concerning the scope of the arbitration clause is resolved in favor of arbitration as a matter of federal law.” *Gore*, 666 F.3d at 1032 (citations

omitted). “To this end, a court may not deny a party’s request to arbitrate an issue unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute.” *Id.* at 1032–33 (internal quotations and citation omitted).

Here, the clear and express language of the TOS’ arbitration agreement establishes that Plaintiff’s claims in the Complaint are within the scope of claims covered by the parties’ arbitration agreement. The arbitration agreement defines its scope to include “any disagreement, claim, or controversy *arising out of or relating in any way to* . . . [Plaintiff’s] access to and/or use of the [Checkr’s] Services, or the provision of content, services, and/or technology on or through the Services.” (Bhansali Decl., ¶ 7, Ex. 2, at ¶ 14B (emphasis added)). The TOS defines Checkr’s “Services” to include obtaining, delivering, and managing background reports and related documentation; obtaining status information regarding background reports; Checkr’s processes for generating background reports and resolving potential inaccuracies; requesting a copy of a consumer file; and any disputes relating to a background check. (Bhansali Decl., ¶ 7, Ex. 2, at p. 1.)

Plaintiff’s claims involve allegations that Checkr violated the FCRA in relation to its background screening services. These claims fall within the scope of the TOS’ broad arbitration agreement. The claims “arise out of” and “relate to” Plaintiff’s access to and use of Checkr’s services, as defined in the TOS that Plaintiff reviewed before agreeing to arbitrate (and not electing to opt out of arbitration). Even absent the enforceable delegation provision, the FAA compels Plaintiff to arbitrate his claims against Checkr.

3. Plaintiff Has Refused To Arbitrate His Claims By Filing This Action And Opposing This Motion.

The final requirement also is also satisfied. Plaintiff filed this lawsuit rather than proceed in arbitration. Plaintiff’s current position unequivocally demonstrates Plaintiff’s

refusal to arbitrate. *See Moreno v. Prologistics Distribution, Inc.*, No. 18-1833, 2018 WL 3659348, at *9 (N.D. Ill. August 2, 2018) (plaintiff’s opposition to motion to compel arbitration established her refusal to arbitrate); *Ineman v. Kohl’s Corp.*, No. 14-398, 2015 WL 1399052, at *5 (W.D. Wis. Mar. 26, 2015) (explaining that plaintiff’s filing of a lawsuit and “opposition to defendant’s motion to compel demonstrates that plaintiff has refused to proceed to arbitration in accordance with the arbitration agreement”).

In sum, the Court should compel arbitration because all three elements are established.

B. The Court Must Dismiss And Compel Arbitration

1. The Court Should Dismiss This Case Rather Than Enter A Stay

Once the court is satisfied that the parties have agreed to arbitrate, generally, it must stay the proceedings until arbitration has been completed in accordance with the terms of the agreement. 9 U.S.C. § 3 (“upon being satisfied that the issue involved in such suit or proceeding is referred to arbitration under such an agreement, [the court] shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement”). But a court has discretion to dismiss the case and an exception to this general rule applies where—as here—all claims raised in a lawsuit are subject to arbitration. *See Johnson v. Orkin, LLC*, 928 F. Supp. 2d 989, 1008 (N.D. Ill. 2013) (recognizing “growing trend among courts favoring dismissal of a case when all of the claims contained therein are subject to arbitration” and citing cases within the Seventh Circuit affirming such dismissals); *Bryant v. Fulgham*, No. 12-823, 2012 WL 1802150, at *3 (N.D. Ill. May 17, 2012) (noting that the court has discretion to dismiss and finding dismissal appropriate “because all claims subject to arbitration, leaving nothing for court to decide” unless a party seeks confirmation or

challenges award); *see also Grasty*, 599 F. Appx. at 596 (affirming district court's order compelling arbitration and dismissing plaintiff's complaint).

Here, Plaintiff's single claim is subject to the arbitration agreement, *see* Section A.2, *supra*, so there are not claims on which the Court may grant relief. The Court therefore should dismiss the case and compel arbitration according to the terms of the arbitration agreement.

2. In The Alternative, This Action Should Be Stayed

Plaintiff indisputably agreed to arbitrate the claims he now seeks to litigate in this Court. Plaintiff, moreover, cannot meet his burden of demonstrating that the arbitration agreement to which he consented is unenforceable. Accordingly, this case should be dismissed with prejudice, and the parties should be ordered to arbitrate Plaintiff's claims. In the alternative, however, the parties should be ordered to arbitration, and the instant matter should be stayed pending the outcome of that proceeding. *See* 9 U.S.C. § 3.

CONCLUSION

The FAA mandates the enforcement of arbitration agreements. Courts in the Seventh Circuit and throughout the United States repeatedly enforce arbitration agreements, recognizing the national policy in favor of arbitration. For the reasons detailed herein, the Court should enforce the arbitration agreement, compel Plaintiff to arbitrate his claims against Checkr, and dismiss Plaintiff's Complaint.

Dated: June 18, 2019

RESPECTFULLY SUBMITTED,

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